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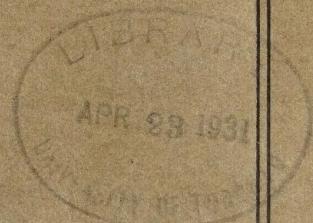
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THE DEPARTMENT OF TRADE AND COMMERCE



**HAND BOOK**  
ON THE  
**SALE AND HANDLING**  
**OF GRAIN**  
THROUGH A  
**COUNTRY ELEVATOR**

BY  
**T. J. HARRISON, B.S.A.**  
ASSISTANT GRAIN COMMISSIONER FOR MANITOBA



ISSUED BY  
THE BOARD OF GRAIN COMMISSIONERS FOR CANADA



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## PART I

### GENERAL INFORMATION

#### BOARD OF GRAIN COMMISSIONERS FOR CANADA

##### HEAD OFFICE

Grain Exchange Building, Winnipeg, Man.

##### COMMISSIONERS

Chief Commissioner, E. B. Ramsay  
Commissioner, Dr. D. A. MacGibbon  
Commissioner, C. M. Hamilton

##### OFFICERS OF THE BOARD

Secretary, John Rayner, Grain Exchange Building, Winnipeg, Man.  
Ass't. Commissioner for Ontario, F. J. Rathbone, Grain Exchange Building,  
Fort William, Ont.  
Ass't. Commissioner for Manitoba, T. J. Harrison, Grain Exchange Building,  
Winnipeg, Man.  
Ass't. Commissioner for Saskatchewan, R. S. Dundas, McCallum-Hill Building,  
Regina, Sask.  
Ass't. Commissioner for Alberta, W. H. Blatchford, Examiner Building, Calgary,  
Alta.  
Inspection Branch, J. D. Fraser, Chief Inspector, Grain Exchange Building,  
Winnipeg, Man.  
Weighing Branch, S. M. Capon, Chief Weighmaster, Grain Exchange Building,  
Fort William, Ont.  
Registration Branch, W. T. Todd, Registrar, Grain Exchange Building, Win-  
nipeg, Man.  
Licensing and Bonding Branch, C. F. Spittle, Warehouseman, Grain Exchange  
Building, Winnipeg, Man.  
Statistical Branch, E. A. Ursell, Statistician, Grain Exchange Building, Fort  
William, Ont.  
Canadian Government Elevators, R. Hetherington, General Manager, Grain  
Exchange Building, Fort William, Ont.  
Dominion Grain Research Laboratory, Dr. F. J. Birchard, Chemist in charge,  
Grain Exchange Building, Winnipeg, Man.  
Accountants' Branch, J. Smith, Chief Accountant, Grain Exchange Building,  
Winnipeg, Man.

#### Grain Appeal Tribunals:

George Serls, Chairman, Grain Exchange Building, Winnipeg, Man.  
George Hill, Chairman, Lancaster Building, Calgary, Alta.  
C. R. Manahan, Chairman, McLeod Building, Edmonton, Alta.

#### Grain Standards Committees:

##### Western Branch—

Dr. C. N. Bell, Secretary, Grain Exchange Building, Winnipeg, Man.

##### Eastern Branch—

F. D. Tolchard, Secretary, Board of Trade, Toronto, Ont.

H. C. Beatty, Secretary, Board of Trade Bldg., Montreal, Que.

## THE CANADA GRAIN ACT

In 1912 the Dominion Parliament amended and consolidated the Manitoba Grain Act, the Manitoba Inspection Act and the Inspection and Sales Act, into the Canada Grain Act. This Act was for the purpose of regulating the sale, storage and transportation of grain in Canada. It provided for the administration of the Act by a board or commission to be known as "The Board of Grain Commissioners for Canada." As the methods in the handling of grain changed and developed the Act was amended to take care of these changes, with the result that the interpretation became rather badly involved. In 1930 therefore, the Act was completely rewritten, simplified, and brought up to date.

### *Regulations.*

To provide for the proper interpretation and functioning of the Act the Board of Grain Commissioners have authority to draft and put into operation regulations. (15). These regulations when approved by the Governor General in Council, have the same effect and force as the Act itself. After the regulations are approved they are made public by publication in the <sup>1</sup>*Canada Gazette*. (17-1).

### THE PURPOSE OF THIS BOOKLET

The Canada Grain Act with its attendant Regulations outlines very fully the procedure in the receiving, storing and sale of grain in a country elevator. The Act is of necessity couched in legal phraseology and all the sections dealing with country elevators are not easy to find. This, in addition to the Regulations being published in different issues of the *Canada Gazette*, makes difficult for the average person to get a clear understanding of the procedure involved.

### *Prevent Disputes.*

In the administration of the Act the Board have found that most of the disagreements arise from lack of knowledge of the Act and Regulations. This little booklet is prepared in the hope that it will make the procedure in the handling of grain through the country elevators more clear and thus prevent misunderstanding between farmers and elevator operators. While the booklet will be written in simple language the Section and Clause of the Act, and the number of the Regulation will be cited in brackets. Thus (108-2) refers to Section 108, Clause 2 of the Act, and (Reg. 15) refers to Regulation No. 15.

(S. 3, F. 4) refers to Schedule 3, Form 4, of the Act. In case of a dispute reference must be made to the Act itself and to the regulations as passed by the board.

## PART II

### GRAIN ELEVATORS

There are several different classes of grain elevators used in the collection and transportation of western Canadian grain. These might be classified according to their location and function as the country elevator, the interior terminal elevator, the terminal elevator, the transfer elevator and the seaboard elevator. This booklet will discuss only the country elevator.

### COUNTRY ELEVATORS

A country elevator is any elevator in Western Canada in which grain is received from farmers and stored and loaded out before it has been officially graded by the Inspection Branch of the Board of Grain Commissioners. (2-E).

<sup>1</sup> The *Canada Gazette* may be secured from the King's Printer, Ottawa. The subscription is \$5 per year or fifteen cents per single copy.

### *Classification.*

There are three classes of country elevators depending upon the method in which they are operated, i.e., Private, Mill and Public.

A *Private Country Elevator* is one which is used exclusively by a farmer for the receiving, storing and shipping of his own grain, or one which is owned or operated by a co-operative association and used only by the members of that association (2-u). This is the type of elevator operated by individual farmers, Hutterite or Doukhobor communities and a few pool associations or companies.

A *Mill Country Elevator* is one which is operated in connection with a flour mill, feed mill, oat-meal mill, malt house, etc. (8-r). Very few country elevators operate under a mill elevator licence because under this licence their operations are very restricted (100).

A *Public Country Elevator* is one which is managed by an individual, company or co-operative association, for the purpose of receiving, storing and buying grain from any farmer or other holder of grain (2-v). This is the most common class of country elevator. It is the class operated by all line elevator companies, farmer elevator companies and most of the pool elevator associations or companies.

### LICENSING AND BONDING OF COUNTRY ELEVATORS

The owner or manager of every country elevator must have a licence from the Board of Grain Commissioners before the elevator can be operated (89-1). In case of a line company or provincial pool association, the manager may take out the licence and give the operator of each elevator authority to operate the elevator and carry on the business of the company or association at that shipping point (90-1).

#### *Fee for Licensing.*

The licence fee for each country elevator is five dollars per year (105). This applies to private country elevators (105), mill country elevators (97), and public country elevators (105).

#### *Bonding Owners or Managers.*

The board before issuing a licence for the operation of any elevator will require the owner or manager to take out a bond or surety. This is to insure the proper conduct of the business in accordance with the provisions of the Act and Regulations, and to guarantee the farmer from loss through mismanagement or dishonesty of the operator (79-1). For cost of bonds see appendix No. 1, page 46.

### RECORDS AND REPORTS

Every operator of a licensed elevator must keep a complete record of his transactions and the manager must make reports to the board as required (87-1). In the case of line companies or provincial pool associations or companies, the head office secure the records from their operators and make the reports. These records must at all times be open to inspection by authorized officers of the board (87-1).

#### *Reports to Railway Companies.*

The operator of each and every country elevator must report each day to the railway freight agent at the shipping point, 1st, the amount of grain received in the previous twenty-four hours; and 2nd, the total quantity in store in the elevator at the time of the report. The report should be made at the same time each day. If there is no railway agent at the shipping point the report must be made to the nearest agent on the same line of railway (106-1).

## TICKETS AND RECEIPTS

Tickets and receipts are the documents issued by the elevator operator to the farmer for grain. Tickets are issued when the grain is sold and receipts when the grain is stored.

*Classification.*

*Tickets.*—Ordinary Cash Purchase Ticket (F. 4, S. 3). Used when grain is sold for cash at time of sale.

Interim Cash Purchase Ticket (F. 5, S. 3). Used when grain is sold for part cash at time of sale.

*Receipts.*—Ordinary Elevator Receipt (F. 2, S. 3). Used when grain is graded and stored.

Interim Elevator Receipt (F. 3, S. 3.). Used when grain is stored “Subject to Inspectors’ Grade and Dockage.”

Special Bin Elevator Receipt (F. 1, S. 3.). Used when grain is stored in separate or special bins.

Interim Elevator Receipt for Cleaning (Reg. 12) is a Special Bin Elevator Receipt marked across the face “To be cleaned before being shipped.” Used when grain is stored and to be cleaned before shipping.

*The Form.*

The form of these tickets and receipts must be approved by the board (109-1), and shall contain the following information: the date of issue, the name from whom the grain is received, the gross and net weight of the grain, the dockage and grade if agreed upon, if not, the means of ascertaining them, the charges to be made for handling the grain and the terms under which it will be delivered or paid for (109-2). The forms shall be bound in books, (85-2) be at least in duplicate and so arranged that the original one written can be detached and the carbon copy remain fastened in the book (85-3). No memorandum receipt or ticket can be given for grain excepting those that have been bound in the book (85-2).

*Numbering.*

Each ticket and receipt must be numbered. The numbers in each book must run consecutively. The original and carbon copies of the original shall bear the same number (85-4). The same number shall not be used twice in the same crop year on the same kind of ticket or receipt (85-5). All tickets and receipts must be issued in order of numerical sequence (85-4).

*Issuing.*

The operator of every licensed country elevator must make out and give to the person delivering grain a ticket or receipt for each wagon or truckload as delivered (109-1). No ticket or receipt can be issued unless the grain has actually been delivered to the elevator. No operator can issue a second receipt or ticket for the same grain (93-1) unless the previous ticket is surrendered (94-1) or has been lost (85-7).

*Surrender.*

When Interim Cash Purchase Tickets or any elevator receipts are surrendered by the farmer to the operator, the operator shall issue in lieu thereof other tickets or receipts as the circumstances require (112-3). If a farmer so desires, he may, by surrendering his elevator tickets or receipts take in lieu thereof one new ticket or receipt of the same kind for the whole lot of his grain (94-1). He may also, if he so desires, surrender a ticket or receipt and take two or more tickets or receipts for smaller quantities of grain (94-1). This is often necessary when a portion of the grain has been shipped or when a division of

the grain between the land lord and tenant is necessary. When a new ticket or receipt has been issued it must be marked across the face with the words "Partial renewal of (naming the kind of ticket, receipt or note) number.....issued and dated on the....." (85-8).

*Loss.*

If a ticket or receipt is reported lost or destroyed, the practice is for the elevator operator, after a reasonable lapse of time, to ask for a bond of indemnity from the farmer. This bond is for the purpose of securing the elevator against loss in case the old ticket or receipt is found. After the operator has secured the bond he will cause to be issued a new ticket or receipt marked across the face with the words "Duplicate, issued in lieu of (naming the kind of ticket, receipt or note) number.....issued and dated on the....." (87-7).

Where new receipts are issued in lieu of receipts surrendered, lost or destroyed, the date of the old receipt shall be entered in the body of the new receipt in the space provided, and storage charges shall be reckoned from the date of the old receipt (S. 3, F. 1-2).

#### INSPECTION OF ELEVATORS

Every licensed elevator shall be open to inspection by officers of the Board of Grain Commissioners upon presentation of proper credentials. This inspection shall include an examination of the elevator equipment (92-1), the scales (88-1), all grain being delivered to, in store, or being shipped out of the elevator (92-1), all records and returns of the operators' transactions (87-1).

#### WEIGHING GRAIN INTO THE ELEVATOR

No grain can be received into any country elevator without being weighed (91). The general practice is for the farmer to drive the wagon unto the scales in the elevator and the grain is weighed in the wagon. The grain is then dumped and the empty wagon weighed. The weight of the grain is arrived at by subtracting the wagon weight from the gross weight. If the grain is to be cleaned it must be weighed as delivered and again after cleaning.

In shipping or delivering any grain in a country elevator, the net weight on the receipt or receipts shall be final, unless an investigation by the Board of Grain Commissioners shows reason for the contrary (114-1). The shipper must be paid in case of short shipment up to the amount of his or her receipt or receipts, for the full billing capacity of the car, at the same price as the car was disposed of (Reg. 3). The owner of the grain can only demand the quantity that the elevator receipt or receipts, call for (Reg. 3).

The operator must therefore afford the farmer free access to the scales when his grain is being weighed. This is for the purpose of the farmer verifying that he has secured the correct weight for his grain (107).

The scales in every elevator must be inspected at least once a year by the officers of the Weights and Measures Branch, Ottawa. (Weights and Measures Act 50-1). They must also be open at all times to inspection by officers of the Board (92-1).

In case there is a dispute as to the weighing accuracy of the receiving scales, it shall be incumbent upon the owner of the elevator to prove the scales are weighing accurately (Reg. 3).

#### PRIVATE COUNTRY ELEVATORS

Private country elevators can only receive grain from the owner or operator if the elevator is owned or leased and operated by an individual. If it is

owned or leased and operated by a co-operative association, or community brotherhood, the elevator can receive grain only from the members of that association or brotherhood (2-u).

If there is only one elevator at a shipping point it must be licensed as a public elevator. If there are two or more elevators and one is licensed as a public elevator, the other elevators may take out private licences. If the public elevator should close leaving only private elevators operating, and there is need for an elevator to handle other farmers' grain, the Board may cancel the private licence and issue a public licence, thus changing the private elevator into a public elevator (121).

When grain is delivered to a private elevator it must be weighed as delivered (91).

*If the elevator is operated by a farmer or community brotherhood*, the usual practice is to keep a book (approved by the Board), for the scale or weight records (120). This is essential so that proper reports can be made to the railway agent each day (106-1) and to the board when required (87-1) of the kind and amount of grain handled.

*If the elevator is operated by a co-operative association or company*, the tickets and receipts prescribed for the public elevator may be used as the board decides (85-1) (120).

#### MILL COUNTRY ELEVATORS

Most of the elevators operated in connection with country flour and feed mills are licensed as public country elevators. There are, however, a few that are licensed as mill elevators. When grain is received in a mill country elevator it must be weighed (91) and an acknowledgment approved by the board issued for each wagon-load as delivered (98). This acknowledgment may consist of a cash purchase ticket (S. 3, F. 4) or an interim cash purchase ticket (S. 3, F. 5) or an elevator storage receipt as approved by the Board (98).

After the grain has been received into the elevator it may be binned in any manner in which the operator finds most convenient (99).

No grain can be shipped out from the elevator except to a plant operated by the manager for the manufacture of grain products (100). The railways cannot accept grain from a mill elevator for shipment to any other than a mill operated by the manager of the elevator (58).

#### PUBLIC COUNTRY ELEVATORS

Public country elevators must receive grain for storage from any farmer or holder of grain without discrimination, provided (1st) that the grain is delivered by the farmer during reasonable working hours, (2nd) that there is space in the elevator for that variety and grade of grain (108-1), and (3rd) that the grain is not out of condition or likely to go out of condition in storage (108-2). In the latter case the receiving of the grain is optional with the operator. (Reg. 3.)

#### *Responsibility for Grain in Store.*

The operator of every public country elevator is liable for the condition of all straight grade grain received into his elevator. He must take every care to see that it does not go out of condition or deteriorate in any way. He is of

course not responsible for Acts of God, such as storms, etc., or for damage by the King's enemies in time of war (101).

When tough, damp or wet grain is taken into store it shall be at the owner's risk, and the elevator operator shall have the right to ship it immediately to a terminal elevator for treatment. (Reg. 3.)

All tough, damp or wet grain containing an excessive amount of snow and ice, may be handled subject to agreement between the owner of the grain and the operator. (Reg. 3.) If the operator thinks some of the grain is going out of condition and desires to ship it out and can convince the Board it should be shipped, the Board at its discretion may order cars out-of-turn to that elevator regardless of the car order book (68-2).

*Insurance Against Fire.*

The manager of every country elevator must at all times keep all the grain in the elevator insured against loss by fire. The insurance must be placed with insurance companies approved of by the Board (102-1). If grain of special value, such as seed, etc., is in store it should be covered by special insurance, otherwise in case of loss it will be settled for on the basis of commercial grain.

When grain is destroyed by fire the insurance companies settle for the grain on the basis of the grade on the records of the elevator, and at the price at the time of the fire. The practice is for the elevator to take settlement from the insurance companies and in turn settle with the farmer. He in turn must take settlement on the basis of the settlement with the insurance company, that is, the grade as indicated on his elevator receipt and the price at the time of the fire. The insurance must be so placed that it will be payable to the owners of the grain and not liable to attachments by creditors of the elevator company or association (102-2).

*Operator Cannot Sell or Assign Grain.*

No owner or operator of a country elevator shall sell, assign, mortgage, pledge or hypothecate any grain stored in such elevator for which storage receipts have been issued, and the owner or operator may be required by the Board to produce at any time proper registered warehouse receipts or bills of lading for such grain as has been shipped from the country elevator and for which there is still outstanding elevator storage receipts. (Reg. 3.)

### PART III

#### **STORING GRAIN IN A PUBLIC COUNTRY ELEVATOR**

When a farmer delivers grain to a public country elevator he may dispose of it for cash to the elevator or he may store it to be sold or shipped out at some future date. There are four ways of storing grain in a public country elevator, i.e. graded storage, for which an ordinary elevator receipt is issued, subject to grade storage, for which an interim elevator receipt is issued, special bin storage, for which a special bin elevator receipt is issued and cleaning storage, for which a special bin elevator receipt marked clearly across the face with the words "To be cleaned before being shipped" (Reg. 12) is issued.

## GRADED STORAGE

Graded storage consists in the elevator operator storing the grain according to the grade.

*Establishing the Grade.*

Graded storage makes it necessary that an agreement as to the grade and dockage be arrived at before the grain can be stored. This is done by the farmer and operator agreeing upon both the grade and dockage as the grain is being delivered (111). If an agreement cannot be reached then the grain cannot be stored according to the grade (112).

In determining the grade the operator may use the same apparatus that is used by the official grain inspector. This equipment should consist of weight per measured bushel scales, moisture apparatus, etc., and must be supplied by the elevator company. When this apparatus is used the farmer if he desires can be present and verify the results. (Reg. 3.) This does not however, make the grade official, and if the farmer is not satisfied he has the right to demand subject to grade storage (112), or the right to request special bin storage (110).

When the grain has been delivered and the farmer has accepted an ordinary elevator receipt for the same he has no redress as to the grade or dockage. This is because the identity of the grain has been lost due to it being stored along with other grain in the elevator.

*Dockage.*

Dockage is the weed seeds, other kinds of grain and broken or small kernels and other foreign matter that are removed from the grain in the terminal. On the tickets and receipts the dockage is divided into dirt and domestic grain. Domestic grain is any edible cereal grain which is intermixed with a mass of other grain (2-i). Dirt is any matter other than domestic grain, such as small weed seeds, chaff, straw, etc. (2-g).

In determining dockage in the country elevator the operator must use the official sieves, (Reg. 3) a dockage tester may be used for removing the foreign grains. The elevator must be equipped with the necessary sieves and scales for making these tests and the tests must be made in the presence of the owner of the grain (Reg. 3).

*Shrinkage.*

Shrinkage is the invisible waste that takes place in the receiving, storing and shipping of grain. Elevator operators must deduct a definite amount from the gross weight of grain on each ticket or receipt as each load is delivered. The amount deductible is very plainly set forth in a table prepared by the board (Reg. 2). This table must be posted up in a conspicuous place in the elevator. For the table see appendix No. 2, page 47.

If the grain is tough or damp there will be further shrinkage due to the grain drying out, therefore, the operator may take double the allowance for shrinkage as set forth in the shrinkage table (Reg. 3).

*Cleaning the Grain.*

In the older sections of the country the grain is often delivered to the elevator carrying a large amount of weed seeds, particularly wild oats and sometimes admixtures of other kinds of grain. Many farmers are desirous of having this cleaned at the elevator to reduce the freight charges and to have the screenings

for feed on the farm. In these areas therefore, elevators are being equipped with cleaning machinery. Even in elevators so equipped the cleaning of the grain is optional with the operator. If it is agreed by the farmer and operator to clean the grain the operator may at his discretion clean by the load as delivered, or store the dirty grain and clean the whole lot at one time (113-1). If the latter method is to be followed see page 30 for the procedure.

If the grain is being cleaned by the load it must be weighed as delivered (91) (113-1). This is done in the wagon if the elevator is equipped with wagon scales. It must also be weighed again after cleaning (113-1). This is usually done in the hopper scales. The shrinkage is calculated on the unload weight before cleaning but must be deducted from the weight of the cleaned grain. This is because the operator puts all of the grain through the cleaner regardless of the shrinkage deduction and weighs up all of the cleaned grain afterwards. Therefore, if the shrinkage was not deducted from the cleaned grain no shrinkage would be taken at all.

After the grain is cleaned the elevator operator will complete the elevator receipt using the weight of the cleaned grain, less the shrinkage, as the gross grain weight. If there is any dockage left in the grain it will be determined and entered in the proper place on the elevator receipt.

#### *Delivery of the Grain to the Elevator.*

When the farmer begins to deliver his grain to the elevator he should attend along with the first wagon or truck-load and agree with the operator on the grade and dockage. If, as delivery continues the quality varies, the operator should communicate with the farmer and they again agree on the grade and dockage (111).

As each wagon or truck-load is delivered it must be weighed (91) and the operator must make out and give to the person delivering the grain an ordinary elevator receipt (109-1).

#### *Making Out the Receipt.*

The operator should be careful to fill in the receipt completely and correctly, and the farmer or deliverer of grain, should check the receipt to see that it is properly filled in before leaving the elevator. This is important, for many of the disputes arise because of improperly filled in receipts and tickets.

#### *Charges for Receiving and Storing.*

Each year the Board holds a public meeting to consider maximum tariffs or charges for country elevators. All interested grain concerns including farmers' organizations are notified and invited to attend or be represented. After these meetings a maximum tariff or charge is set, and no country elevator is allowed to make a higher charge for any service rendered.

The charges for the crop year ending August 31, 1931, for receiving, handling, shipping, insurance against loss by fire and storing for fifteen days in any country elevator, shall not exceed three cents per bushel for flax, two cents per bushel for wheat, barley and rye, and one and three-quarter cents per bushel for oats. The charge for storage for each succeeding day after the first fifteen days shall not exceed one-thirtieth of one cent per day (Reg. 3).

The elevators belonging to one company or association, or under the direction of one manager, must all make the same charge for handling the same kind of grain (119-1). If there is unfair competition at a point the Board may allow a reduction in the charges to meet this competition (119-2).

### *Sale of Graded Storage Grain.*

The farmer who holds Ordinary Elevator Receipts may dispose of his grain by sale while it is in the elevator or he may order it shipped out.

The sale of Graded Storage Grain may be by one of two methods i.e. to the elevator or to a grain dealer. The usual practice is to sell direct to the elevator, but if the farmer so desires he may sell to a licensed grain dealer. For the procedure in selling grain see page 32, "Sale of Grain."

### *Shipping Graded Storage Grain*

When the farmer is ready to ship his grain he should secure a car (see page 43, "Ordering Cars") and give the operator definite instructions to load out the quantity and grade of grain that is covered by his elevator receipts. After the car has been placed and the instructions received the operator must load out the grain at once (114-1).

When the grain is loaded the practice is for the operator to bill out the car at once. If no instructions in regard to shipping are given by the farmer, the operator will consign the car to the terminal specified by the company and have the "advice" of grade, etc., come to the company. A representative of the company will usually check the grading, if the grade does not appear to be satisfactory, they will arrange for a reinspection of the sample. If the farmer wishes an advance on the grain or desires to sell, the company will act as his commission merchant and with his consent can purchase the grain itself (142-1). When the sale is completed a statement is forwarded to the farmer showing total purchase price, less deductions for freight, commission, advance, interest on advance, etc., along with an order on their paymaster for the balance due. Upon receipt of this the farmer must surrender his elevator receipts to the operator.

The operator when billing the car must if so requested consign the grain to the terminal designated by the farmer (114-2). The farmer may also instruct the operator to state on the bill of lading the person or concern the farmer desires to have "advised," i.e., the person that is to receive the grade and weight certificates and the railway expense account. (Reg. 3).

If when the operator has billed out the car the farmer desires to take the bill of lading he must before doing so surrender to the operator his elevator receipts and pay the elevator charges (114-2).

If for any reason the farmer desires to surrender his elevator receipts before his car is loaded he can do so, and take in lieu therof an acknowledgment of delivery. This acknowledgment must state the date of surrender of the receipts, the name of the farmer, the kind and number of receipt, and the name of the terminal to whom the grain is to be shipped (115).

If the farmer desires to bill out his own car there is nothing in the Canada Grain Act to prevent him from doing so. In this case when he instructs the elevator operator to load out the grain he must pay all elevator charges, surrender his elevator receipts and take in lieu thereof an acknowledgment of delivery. This acknowledgment of delivery must state the name of the elevator and farmer, the date, the kind and the numbers of the receipts, and instructions to the railway agent that the farmer may bill the car. When the operator notifies the farmer that his car is loaded the farmer may then go and bill out his car as he sees fit.

If the car does not contain all the grain covered by the elevator receipts or acknowledgment, the operator must issue a new elevator receipt to cover the balance of the grain (114-3) or the operator may return the farmer some of the original receipts to cover the balance of the grain not shipped. If the car is billed out by the operator the company may settle for the unshipped portion of the grain on the same basis as the settlement for the car.

*Shipping Grain Without Instructions*

The operator may, after giving the farmer forty-eight hours notice, ship the grain out to any terminal at the head of the lakes or in Western Canada (117-1). If the elevator is situated on the Great Northern Railway or on the Northern Pacific, shipment may be made to a terminal elevator in Duluth or Superior (117-2).

The notice to ship by the operator shall be given in such a manner that it should in the usual course reach the farmer or his agent forty-eight hours before the car is billed out (117-3). The farmer may, by the use of a waiver, approved by the Board, give up the right of requiring this notice, in which case the operator can ship out the car at any time without notice.

In the case of tough or damp grain the operator has the right to ship it immediately to a terminal elevator for treatment without notice to the owner or holder of receipts (Reg. 3). If the quantity is less than a carload lot its disposal will be according to the agreement between the operator and farmer, entered into at the time the grain was received.

*Warehouse Receipt*

If the farmer does not desire to sell his grain at the time of shipment he may hold it in a public or semi-public terminal elevator. To do this the bill of lading must be surrendered to the operator or manager of the terminal elevator and all freight and other charges against the grain must be paid. The farmer or the company paying the charges will then receive a warehouse receipt. The warehouse receipt must specify the date of issue, the name of the person who owns the grain, the quantity and grade of grain and the terms upon which it will be delivered out of the elevator (126-1). The farmer or the company may sell the grain by endorsing over the warehouse receipt to the purchasers. See page 32, "Sale of Grain."

*The Ordinary Elevator Receipt*—  
The following is an approved form of an ordinary elevator receipt:—

(Face of Receipt)

SCALE RECORD	
Gross weight.....	Lbs.....
Wagon weight.....	Lbs.....
Grain unloaded.....	Lbs.....
Shrinkable allowance.....	Lbs.....
Gross grain weight.....	Lbs.....
Net weight (in words).....	
Station.....	
Received this day for storage from.....	
..... Bus.....	
Net weight	Lbs.
Bushels	Lbs.
Grade.....	
Less dockage.....	
% Dirt.....	
% Dom. Grain.....	

The charges payable in respect of the grain above described are to be calculated from..... and are as follows:.....  
For receiving, handling and shipping the said grain, including storage and insurance against loss by fire on the last mentioned date and for fourteen days thereafter, cents per bushel. For cleaning the said grain, cents per bushel. For storage and insurance against loss by fire for every thirty days or part thereof following the expiration of the fourteen days above referred to, cents a bushel. Upon the surrender of this receipt and the payment or tender of all lawful charges in respect of the grain above described, the above quantity of grain of the grade above specified will be delivered to the holder of this receipt at his option either by its discharge into a railway car or other conveyance made available for loading at this elevator, or by the substitution for this and like receipts together covering a quantity not less than a carload lot of a warehouse receipt for grain of the same quantity and grade, and subject only to the dockage above specified, issued in the prescribed form by a terminal elevator to which shipment of the said grain is authorized by the said act upon notice or otherwise.

By..... Operator.....

GRADED STORAGE RECEIPT

19—..... No. 197

18

(S. 3-F. 2)

ENDORSEMENT

(Back of Receipt)

Settlement for this storage receipt has been made as follows:

By cash ticket No.....

Applied on car No.....

## Terminal Elevator Warehouse Receipt.

Name.....	No. ....
RECEIVED in Store in our.....	Date of Issue.....
to the Order of.....	Grade.....
	Bushels.....
	Pro.....
	Car.....
	Received into Store.....
	Accrued Storage paid to:
	..... Certified.....
	..... ".....
	..... ".....
	..... ".....
	Name.....
	By.....
	Registered as to weight and grade
	Countersigned

**WAREHOUSE RECEIPT**

Elevator, subject to the Order of.....

Grain of grade and quantity as shown hereon. Like grade and quantity will be delivered to the holder hereof upon surrender of this receipt properly endorsed, and on payment of all accrued charges due to this company in connection therewith.

Storage in arrears against this grain in excess of 30 days shall be paid at the office of this company February 15th and August 15th in each year, in accordance with the rules and regulations of the Board of Grain Commissioners.

This Receipt not valid unless Signed, Countersigned and Registered.

### *The Bill of Lading*

The Bulk Grain Bill of Lading is different from the local freight Bill of Lading. It is negotiable by endorsement on the back if the car is consigned "to order." It must be surrendered within a specified time along with payment of freight and other charges and a warehouse receipt issued by the terminal for the grain. The following is an approved form of the Bill of Lading for bulk grain as authorized by the Board of Railway Commissioners.

#### FACE OF BILL OF LADING

Form of Bulk Grain Bill of Lading approved by Board of Railway Commissioners for Canada by Order No. 14591 of August 18th, 1911  
(Rev. 8-23)  
New Form 7006  
replaces  
C.N.R. 901  
G.T.P. F.T.D.1

#### CANADIAN NATIONAL RAILWAYS

#### BULK GRAIN BILL OF LADING—ORIGINAL

Not Negotiable unless property is consigned "To Order."

RECEIVED, subject to the tariff on date of issue of this Original Bill of Lading,

at.....  
from.....  
(Name of Shipper)

the bulk grain described below, consigned and destined as indicated below, which the company agrees to carry to its usual place of delivery at said destination, if on its road, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said bulk grain, over all or any portion of said route to destination, and as to each party at any time interested in all or any of said bulk grain that every service to be performed hereunder shall be subject to all the conditions, whether printed or written, herein contained (including conditions on back hereof) and which are agreed to by the shipper and accepted for himself and his assigns.

The surrender of this Original BILL OF LADING properly endorsed, shall be required before delivery of the bulk grain when consigned "To Order" or upon application by the owner or consignee for terminal elevator delivery or warehouse receipt. Inspection of the bulk grain covered by this Bill of Lading will not be permitted unless provided by law, or unless permission for inspection at the point of destination is endorsed by the shipper on the original Bill of Lading or given in writing by the holder thereof. The shipper represents the bulk grain to be dry and suitable for warehousing.

The Rate of Freight from.....  
to.....  
is.....  
cents per 100 pounds  
(Mail address, not for purposes of delivery)

Consigned to ORDER OF.....  
Destination.....  
Notify.....  
At.....  
Route.....  
County of.....  
Province or.....  
State of.....  
Car.....  
County of.....  
Province or.....  
State of.....  
Car Initial.....



## CONDITIONS

Sec. 1. The carrier of the bulk grain herein described shall be liable for any loss thereof or damage thereto except as hereinafter provided.

Sec. 2. In the case of shipments from one point in Canada to another point in Canada, or where bulk grain is shipped under a joint tariff, the carrier issuing this bill of lading, in addition to its other liability hereunder shall be liable for any loss, damage, or injury to such bulk grain from which the other carrier is not by the terms of this bill of lading relieved, caused by or resulting from the act, neglect, or default of any other carrier to which such bulk grain may be delivered in Canada, or under such joint tariff, or over whose line or lines such bulk grain may pass in Canada, or under such joint tariff, the onus of proving that such loss was not so caused or did not so result being upon the carrier issuing this bill of lading. The carrier issuing this bill of lading shall be entitled to recover from the other carrier on whose line or lines the loss, damage or injury to the said bulk grain shall have been sustained the amount of such loss, damage or injury, as it may be required to pay hereunder as may be evidenced by any receipt, judgment or transcript thereof. Nothing in this section shall deprive the holder of this bill of lading or party entitled to the bulk grain of any remedy or right of action which he may have against the carrier issuing this bill of lading or any other carrier.

Sec. 3. The carrier shall not be liable for loss, damage or delay to the bulk grain herein described, caused by the Act of God, the King's or public enemies, riots, strikes, defect or condition of the grain or the act or default of the shipper or owner; for difference in weights, caused by natural shrinkage or discrepancies in elevator weights unless the weights are evidenced by Dominion Governor

months after delivery of the bulk grain herein described, or in case of failure to make delivery, then within four months after a reasonable time for delivery has elapsed. Unless notice is so given the carrier shall not be liable.

Sec. 7. Any carrier liable on account of loss of or damage to any of said bulk grain herein described, on reimbursing to the insured the premiums paid in respect thereof, shall have the full benefit of any insurance that may have been effected upon or on account of said bulk grain herein described, so far as this shall not avoid the policies of contracts of insurance

Sec. 8. Grain, in bulk, consigned to a point where the carrier has an elevator or warehouse or where there is a public or licensed elevator or warehouse, may be delivered and placed with other grain of the same kind and grade, without respect to the ownership, and for the purpose of this, Port Arthur, Fort William, and Westfort, Ontario, shall be deemed one point, provided that this shall not apply (except in cases of grain consigned to Port Arthur, Fort William and Westfort, Ontario) unless the grain is not removed by the party entitled to receive it within forty-eight hours (exclusive of legal holidays) after written notice has been sent or given. Bulk grain so stored shall be held at the risk of the owner and without liability on the part of the carrier. If a Dominion Government Grain Inspector shall decide that any part of the grain herein described is not dry or is otherwise unsuitable for warehousing, then

what is so decided to be wet or unsuitable may in the discretion of the carrier, at the owner's risk and expense, both as to transhipment and transfer or otherwise, be deposited in any available public or licensed elevator or warehouse equipped with special machinery for the treatment of unsound grain, to be there stored, elevated or

[Con. page 23] [Con. page 23]

ment certificates, or the authority of law. Except in case of negligence of the carrier (and the burden of proving freedom from such negligence shall be on the carrier) the carrier shall not be liable for loss, damage or delay occurring while the grain is stopped and held in transit upon the request of the party entitled to make such request.

Sec. 4. The carrier is not bound to transport the bulk grain herein described by any particular train, or in time for any particular market or otherwise than as required by law, unless by specific agreement endorsed hereon. In case of physical necessity the carrier shall have the right to forward the bulk grain herein described by any connecting railway between the point of shipment and the point of destination.

Sec. 5. The amount of any loss or damage for which the carrier is liable shall be computed on the basis of the value of the bulk grain herein described at the place and time of shipment under this bill of lading (including the freight charges, if paid, or the duty if paid or payable and not refunded) whether or not such loss or damage occurs from negligence.

Sec. 6. Notice of loss, damage, or delay must be made in writing to the carrier at the point of delivery, or to the carrier at the point of origin, or to the Claims Agent of either, within four

otherwise treated, either separately or in common with other grain of similar class and on arrival there ready for delivery, the carrier's liability in respect to it shall be ended.

Bulk grain delivered as in this section provided shall be subject to a lien for all freight, elevator or other lawful charges.

Sec. 9. Bulk grain shipped from a private siding or a station where there is no duly authorized agent shall be at the risk of the owner until the car is lifted or bill of lading is issued by the carrier, and thereafter shall be at the risk of the carrier. Bulk grain destined to a private siding or station where there is no duly authorized agent shall be at the risk of the carrier until placed on the delivery siding.

Sec. 10. The owner or consignee shall pay the freight and all other lawful charges accruing on the bulk grain herein described and if required shall pay the same before delivery.

Sec. 11. Any alteration, addition or erasure in this Bill of Lading shall be signed or initialed in the margin by any agent of the carrier issuing the same, and if not so signed or initialed shall be without effect and this Bill of Lading shall be enforceable according to its original tenor.

[Cont. page 22]

### SUBJECT TO GRADE AND DOCKAGE STORAGE

Subject to grade and dockage storage consists in the operator storing the grain either in a separate bin or in a bin along with other grain, but the settlement with the farmer will be made on the basis of the grade placed on a representative sample of the grain by the Inspection Branch (112-1).

#### *Delivery of the Grain.*

If the farmer and operator cannot agree upon the grade or dockage, or the operator does not want to take the responsibility of grading the grain it may be stored subject to grade and dockage. In this case the operator must weigh the grain as it is delivered (91) and issue for each wagon or truck-load to the deliverer of the grain an interim elevator receipt (109-1), and secure a representative sample of the grain delivered (112-1).

If the operator is satisfied that he can estimate the grade correctly he can store the grain along with other grain and thus save space in the elevator. If he does not want to take the responsibility for grading he may put it in a separate bin until the grade has been established. The method of storing the grain is entirely at the option of the operator.

#### *Charges of Receiving and Storing.*

The charges for receiving and storing are the same as outlined on page 15, "Graded Storage."

#### *Interim Elevator Receipt.*

The following is an approved type of an interim elevator receipt:—



### *Establishing the Grade.*

There are two methods of establishing the grade on grain that has been stored Subject to Grade. The first is by a representative sample collected and forwarded to the Inspection Branch by the operator and farmer (112-1). (Reg. 3). The second is, if the identity of the grain has been maintained, by shipping as Special Binned grain (Reg. 3). For either method a sample must be secured as the grain is delivered.

### *Collecting the Sample.*

The sample must be collected as the grain is unloaded at the elevator (Reg. 4-2). This is usually done by the operator taking samples of the grain as it pours out of the box of the wagon or truck. These samples can be taken with a dipper or by hand and collected in a pail or other container. When the grain is all out of the wagon box the samples that have been collected should be thoroughly mixed and a small sample taken and placed in a sample-box.

### *The Sample-Box.*

The sample-box must be provided by the elevator and must be of a type approved by the Board. To make it more convenient to fill in the identification mark on the receipts it has been suggested that these boxes have painted on them in large legible type either numbers or letters, or combination of numbers and letters, and these be used for identification of the samples in addition to the farmer's name which is placed on a tag on the end of the box or in the box.

### *Locking the Box.*

If the farmer so desires he may keep the sample box locked in which case the farmer must supply the padlock. The key of this lock must be in the custody of the farmer. After each load is dumped the farmer must unlock the box to allow the operator to insert the sample (Reg. 3). The operator should keep all his sample boxes in a locked cupboard or cabinet in the elevator. The operator shall be the custodian of the key of this lock (Reg. 3).

### *Forwarding the Sample.*

When the delivery of the grain has been completed the sample that has been collected should be forwarded to the nearest Inspection Office. To do this the farmer should attend at the elevator. If the sample has not been kept locked the farmer and operator, after thoroughly mixing the contents of the sample-box, should forward either the box intact or secure a fair and average sample of at least one quart and place this in a cotton sack or other container, and properly seal and address. The box or sample should then be sent by mail or express, prepaid, to the Inspection Office where the carlots of grain from that shipping point are inspected. Instructions that the sample is for inspectors' grade and dockage, the name and shipping point of the elevator, and the name and addresses of those who are to be notified, along with the identification mark on the sample-box, should be indicated on the box or shipping tag, or in a letter to the Inspector. The persons notified are usually the farmer and operator but may also include anyone else the circumstances may require.

If the sample-box has been kept locked the sample will usually be forwarded intact in the box. In this case the operator will ship the box and the farmer will forward the key along with a letter stating the shipping point, the name of the elevator, the names and address of those who are to be notified and the identification mark on the sample and who is to be notified (Reg. 3).

### *Inspection Offices.*

The following are the inspection points where samples can be sent for the determination of grade and dockage:—Winnipeg, Edmonton, Calgary, Moose Jaw and Saskatoon.

### *The Report of the Inspector*

After the receipt of the sample at the Inspection Office the Inspector in charge will as soon as practical examine it and report to all parties that were to be notified the grade and dockage on the following post-card form (Reg. 10-2):—

## WESTERN GRAIN INSPECTION DIVISION

OFFICE OF THE CHIEF INSPECTOR

Winnipeg, Man.....193..

Dear Sir,

I am in receipt of your letter dated

and sample marked.....  
sample is.....

Yours truly,

JAMES D. FRASER..... Chief Inspector

The decision of the inspector in charge in all such cases shall be final (Reg. 10-3).

### *If Grain is Tough or Damp*

If at the time of delivery of the grain it is agreed upon by the farmer and the elevator operator that the grain is tough or damp, and the elevator operator marks the receipts "Tough" or "Damp," then whatever grade such sample may receive from the inspector in charge, it will still grade "Tough" or "Damp" (Reg. 3).

If the farmer and operator cannot agree upon the condition of the grain a sample should be collected as outlined above and placed in a small air-tight container and be shipped as soon as possible to the nearest Inspection Office, with the instructions as given for the ordinary sample, but in addition be plainly marked for "moisture test." For this test there should be at least one-half pound of grain.

### If No Sample is Taken

If the elevator operator fails at any time to draw and preserve the sample in the manner outlined above, the owner or operator must account to the farmer for the grade designated by the farmer. (Reg. 3.)

### *Disposal of the Grain*

When the grade and dockage have been established by the Inspection Branch the farmer may surrender his interim elevator receipts to the operator and take in lieu thereof a cash purchase ticket or an ordinary elevator receipt, filled in for the total amount of grain as specified on the interim elevator receipt, and for the grade and dockage as stated in the advice from the inspection office. The storage date shall be reckoned from the day that the interim receipt was issued (112-3) (S. 3 F. 3).

The grain will now be stored and handled as under the method outlined for Graded Storage (see page 14, "Graded Storage").

*If the Grain is to be Shipped*

If the identity of the grain has been preserved even though Subject to Grade and Dockage Receipts may have been issued therefor, if agreeable to the owner, the grain then may be handled in accordance with the provisions of the Canada Grain Act, and Rules and Regulations relating to the special binning of grain in country elevators (Reg. 3).

**SPECIAL BIN STORAGE**

Special bin storage consists in the operator placing each farmer's grain in separate bins. This class of storage is used when the farmer is desirous of retaining the identity of his grain until it has been Government graded and weighed. When a farmer desires to special bin his grain he must make special arrangements with the operator. If the operator has the space in the elevator full or allocated, he is not compelled to provide special bins (110-1).

*Delivery of Grain*

When arrangements have been made for special binning the farmer should attend with the first load and note the bin that his grain is being placed in. As each wagon or truck-load is delivered it must be weighed (91) and a Special Bin Elevator Receipt issued and given to the person delivering that load (109-1). In addition a representative sample of the grain must be secured (110-2). This is for the purpose of verifying that the identity of the grain has been maintained (110-3).

*Charges for Receiving and Storing*

The charges for receiving, handling, insurance against fire, storing for the first fifteen days and putting into cars on track, are set by the manager and must be the same for all elevators under his direction. The maximum charges are set each year by the board (see page 15). The charges shall not exceed three cents (3c.) per bushel for Flax, two and one-half cents ( $2\frac{1}{2}$ c.) per bushel for Wheat, Barley and Rye, and one and three-quarter cents ( $1\frac{3}{4}$ c.) per bushel for Oats (Reg. 3). The storage after the first fifteen days is the same as for Graded Storage (see page 15, "Graded Storage").



### *Verifying the Identity of the Grain*

For the purpose of verifying the identity of the grain a representative sample must be collected and in case of dispute forwarded to the inspector in charge at the inspection point where the car has been inspected. The method of collecting the sample is the same as outlined on page 26 for "Subject to Grade Storage."

### *Forwarding the Sample*

If the farmer is dissatisfied with the grade or thinks the identity of his grain has not been maintained he can instruct the operator to bring out the sample box and they jointly forward the sample as outlined on page 26, "Subject to Grade Storage." It must be stated clearly in the sample and in the letter "Special Bin Sample for comparison purposes only." The farmer must notify the operator within fifteen days after he receives notice of the grade that he is dissatisfied and wants the sample retained (Reg. 9-2). The sample must be forwarded in time to reach the Inspection Officer within thirty days from the time the grade certificate was dispatched by the Inspector (110-4).

The inspector in charge shall compare the two samples of grain and advise the manager and operator of the elevator, and the owner of the grain, of his opinion as to whether the identity of the grain has been preserved. In cases where the inspector is of the opinion that the identity has not been preserved, he shall inform the parties concerned of the grade of the sample forwarded from the elevator (Reg. 9-3).

### *Settlement in Case of Dispute*

If after the receipt of this advice from the Inspector, the owner of the grain and the operator of the elevator cannot come to an amicable settlement, a complaint shall be made to the Board by either of the parties concerned (Reg. 9-4). If after an inquiry the Board consider the grain has not been kept separate from other grain in the elevator, they may order the payment by the elevator company as in the circumstances appear just and equitable (110-3). The Inspector shall preserve both the elevator sample and the sample drawn at the time of inspection for such period of time as he considers necessary and convenient (Reg. 9-5).

### *Disposal of the Grain.*

When grain is special binned it is usually disposed of by the farmer ordering it shipped out. It may, however, be sold in the elevator by the operator and farmer agreeing upon the grade and dockage, or by sending a sample to an Inspector for the determination of grade and dockage.

### *Shipping the Grain*

The instructions given on page 16 under "Shipping Graded Storage Grain" will apply for Special Binned Grain excepting that the operator will load out the farmer's own grain up to the capacity of the car or the amount called for by his elevator receipts.

### **SUBJECT TO CLEANING STORAGE**

It frequently happens that it is impossible for the operator to clean the grain as delivered. Where this is the case the grain can be stored "Subject to Cleaning" and the whole lot cleaned when the operator has time. The cleaning of the grain is at the option of the operator.

### *Charges for Cleaning*

The charges for receiving and storing will be the same as for Special Bin Storage. The rate for cleaning grain shall be mutually agreed upon by the elevator operator and the owner of the grain according to the nature of its

dockage, but in no case shall the rate exceed a maximum of two cents (2c) per bushel (Reg. 3). If it is a matter of separation of different kinds of grain the rate shall be mutually agreed upon by the farmer and operator regardless of the above regulation.

#### *Delivery of the Grain*

It is essential that the grain be weighed (91) and that special Interim Elevator Receipt for cleaning be issued on the gross weight delivered (109-1, Reg. 12).

When the farmer delivers grain for storage subject to cleaning, he should attend at the elevator with the first load and make arrangements with the operator for the cleaning of his grain. These arrangements will include the securing of a bin in which to store the grain and the collecting of a representative sample as unloaded.

#### *The Interim Elevator Receipt for Cleaning*

The Interim Elevator Receipt for Cleaning shall be the regular Special Bin Elevator Receipt stamped across the face with the following words: "To Be Cleaned Before Being Shipped" (Reg. 12). (See page 29), "Special Bin Elevator Receipt".

#### *Verifying the Identity and Establishing the Grade*

It is necessary to secure a representative sample of the grain as delivered to verify that the identity of the grain has been maintained, and if necessary, to establish the grade and dockage.

#### *Collecting the Sample*

The sample shall be collected from each load as outlined on page 26 under "Subject to Grade Storage".

#### *Forwarding the Sample*

In case the farmer thinks the identity of his grain has not been maintained he may have the sample forwarded to the Inspection office for determination of grade and dockage, as outlined for "Subject to Grade" (see page 26).

### DISPOSAL OF THE GRAIN

When the grain has been cleaned the operator must notify the farmer and have him attend at the elevator with his interim cleaning receipts. The farmer will then surrender these receipts and decide to either (a) sell the grain, in which case he will take an ordinary cash purchase ticket, or if the farmer and operator cannot agree on the grade, take a interim cash purchase ticket (see page 34, "Sale of Grain"). (b) Store the grain, in which case the farmer will take an ordinary elevator receipt, or if the elevator operator and the farmer cannot agree upon the grade, take either special bin elevator receipt, if in carlots and arrangements can be made for a bin (see page 29 on "Special Bin Storage"), or a interim elevator receipt (see page 25, "Subject to Grade Storage").

If a interim cash purchase ticket or a interim elevator receipt is taken the operator and farmer must forward a sample of the clean grain to the Inspection office for determination of grade and dockage (see page 26, "Forwarding Sample").

If the grain is sold the tickets will be made out the day the receipts are surrendered. If the grain is stored the receipts will be made out showing in the space provided the date the grain was delivered to the elevator by the farmer. The fifteen days free storage period shall be reckoned from the time of the delivery of the grain and not from the time the second receipt is issued.

## PART IV

## THE SALE OF GRAIN

There are several methods by which a farmer can sell his grain. The method will depend upon the location of the grain and the conditions of the sale. When a farmer has grain for sale it may be in any one of three locations, in the country elevator, in the railway car on track or in transit, in the terminal elevator. The conditions of sale may be (a) cash in full at time of sale, (b) part cash at time of sale and the balance of the cash when the transaction is completed.

## SALE OF GRAIN IN THE COUNTRY ELEVATOR

The farmer may sell his grain as he delivers it to the elevator or after he has it in store in the elevator, either direct to the elevator operator or manager, or to a licensed grain dealer. If it is a private or mill elevator the sale will have to be direct to the elevator as delivered. If it is a public elevator it may be either to the elevator or to a grain dealer.

## SALE OF GRAIN TO THE ELEVATOR

When grain is sold for cash upon delivery at the elevator each wagon or truck-load must be weighed at the time of delivery (91). The operator and farmer must agree upon the grade and dockage of each load (111) and the operator issue an Ordinary Cash Purchase Ticket for each load and deliver it to the farmer or driver of the wagon or truck (109-1).

When grain in store is sold for cash the farmer must surrender his elevator storage receipts and take in lieu thereof an ordinary cash purchase ticket with all lawful elevator charges deducted (116-1) (S. 3, F. 1, 2, 3, 4, 5). The ticket must be dated on the day the receipts were surrendered (116-2).

If the grain was stored according to grade, the grade and dockage that was agreed upon on the ordinary elevator receipts must be used on the cash ticket.

If the grain was stored subject to grade and the grade and dockage mutually agreed upon or have been established by the Inspection Branch, this is the grade and dockage that must be used on the cash ticket. (S. 3, F. 3.)

If the grain was special binned and the farmer desired to sell it for cash to the elevator he and the operator would have to agree upon the grade and dockage, otherwise it would be sold for part cash, as outlined on page 34. If the grain was stored for cleaning and the cleaning had been completed the farmer and the operator would have to agree upon the grade similar to the procedure for Special Binned Grain.

*Ordinary Cash Purchase Ticket—*

*Ordinary Cash Purchase Ticket*—The following form of Ordinary Cash Purchase Ticket is approved by the board:—

(Face of Ticket)

SCALE RECORD	
Gross weight.....	Lbs.
Wagon weight.....	Lbs.
Grain unloaded.....	Lbs.
Shrinkage allowance.....	Lbs.
Gross grain weight.....	Lbs.
Gross grain Weight.....	Bus.....Lbs.
Dockage.....	Bus.....Lbs.
Net weight...	Bus.....Lbs.

..... Station PURCHASED FROM...

19 . . . . .

No 598

Grade	Kind of grain	Price	Total Purchase Price Payable
Less lawful charges due prior to purchase (if any)			Net Cash Payable
Price per bushel in words			in words
Not cash payable in words			Dollars

Gross grain	.....	.....	.....
Weight	.....	.....	..... Lbs.
Dockage	.....	.....	..... Lbs.
Net weight	.....	.....	..... Lbs.

CASH PURCHASE TICKET

卷之三

(Back of Ticket)

Name.....

P. O. Address.....

Show Storage Ticket Nos. Below

Nos.	Nos.	Nos.
------	------	------

(Face of Ticket)

*Ordinary Cash Purchase Ticket*—The following form of Ordinary Cash Purchase Ticket is approved by the board:—

No. 598	Grade	Kind of grain	Price	Total Purchase Price Payable	Dollars
Less lawful charges due prior to purchase (if any)				Net Cash Payable	
Price per bushel in words				in words	
Notouch notouch in words					

(Back of Ticket)

*The Price.*

The price shall be that agreed upon by the farmer and elevator company, or if it is Pool grain, the price will be the initial payment as fixed by the Pool.

*The Cash Ticket Closes the Transaction.*

The transaction between the farmer and elevator company is closed when the farmer accepts the cash purchase ticket. After the ticket has been accepted the farmer has no redress as to grade, dockage and price unless the provisions of the Act have not been fulfilled.

*Cashing the Ticket.*

Most elevator companies or associations designate some bank or merchant at the shipping point as their official paymaster. The Cash Purchase Ticket is an order on the paymaster and is not completely negotiable such as a cheque on a bank. When properly endorsed, however, it is readily accepted by most business concerns. The farmer therefore, (a) can usually deposit or cash it at any chartered bank, (b) cash them at the official paymaster's (c) or endorse it over in the payment of his accounts.

*Sale of Grain for Part Cash to the Elevator.*

It sometimes happens that the farmer and operator cannot agree upon the grade and dockage of the grain as it is delivered or after having been cleaned, or when it is in a special bin. When this occurs a representative sample, satisfactory to both the farmer and operator must be secured by the operator and forwarded by the farmer and operator to the Inspection office for the purpose of establishing the grade. See page 26, "Collecting and Forwarding Samples."

*The Interim Cash Purchase Ticket.*

As each wagon or truck-load is delivered and weighed (91) the operator will issue an Interim Cash Purchase Ticket for each load (109-1). If the grain is in store the operator will issue the Interim Cash Purchase Ticket when the farmer surrenders his elevator receipts.



*Filling in the Ticket.*

Since the grade has not been established the operator will enter in the space (naming the grade claimed) his estimate of the grade, and in the space (price in words) the price of the basic grade the day of sale.

*Cashing the Interim Ticket.*

When the operator issues the interim cash purchase ticket the grain becomes the property of the elevator. Therefore, if the ticket is issued on delivery of the grain to the elevator there can be no charge for receiving and storing the grain, commission for selling or interest on the first payment. If the grain is in store the farmer will have to pay the receiving and storage charges only to the date of issue on the interim ticket. The farmer may take a cash payment by accepting an order on the paymaster. The amount of cash received must be endorsed in ink by the farmer or vendor, on both the farmer's ticket and the operator's copy. (F. 5, S. 3.)

When the inspection branch has notified the farmer and operator of the grade and dockage, the farmer will surrender the interim cash ticket to the operator and receive in lieu thereof an ordinary cash purchase ticket for the balance.

If the grade is different from that claimed on the interim ticket the price will be for the officially established grade on the day the Interim Ticket was issued.

**SALE OF GRAIN TO GRAIN DEALERS**

The farmer who has grain in store in a country elevator may dispose of it to a licensed and bonded grain dealer either for cash or part cash.

*Sale for Cash.*

The grain may be sold for cash to any person or persons that the farmer desires (149-2). The usual procedure is for the farmer to endorse over the elevator receipts to the person paying the cash. The grain then becomes the property of the buyer, but is still subject to any agreement or waiver (authorized by the Act) entered into by the farmer prior to the sale (86). The buyer should notify the elevator operator that the grain has been purchased so that notices, etc., may come to him instead of to the farmer.

*Sale for Part Cash.*

The grain may be sold for part cash and the balance when the transaction is completed. In this case the sale must be (a) made to a licensed elevator or grain firm or their duly authorized representative (149-1) (90-1), or (b) made to a licensed grain dealer (149-1).

*Grain Dealer's Purchase Note.*

No. ....

*(Name of Dealer)*

Licensed Grain Dealer.

*(Place and Date.)*

I, (or we) have this day purchased from (naming the vendor) of (giving vendor's address) about (number in words) bushels of (naming the kind of grain) on the basis of a price of (number in words) cents a bushel for (naming a grade) in store at (naming a place).

Government weight and grade to govern, and the spread between grades to be determined by that existing forty-eight hours after unload, if the grain then saleable, and if not, then the spread on the first day thereafter that sale can be made.

Delivery is to be made in car on track at (naming the station) on or before (naming a date) and the grain is to be billed by the seller to (naming a place).

I (or we) agree to make an advance of \$..... on receipt of bill of lading, and the balance of the purchase price shall be payable on receipt of weight and grade certificates and railway expense bill, the amount of which is to be deducted from the purchase price.

Remarks .....

*(Signature of dealer or his agent)*

Accepted by .....

*(Signature of seller)**Conditions of Sale*

When a farmer sells his grain to a grain dealer the note or contract is made out in duplicate and signed by both the farmer and dealer. After the farmer has had the grain loaded out of the elevator he must surrender the elevator receipts to the operator, pay the elevator charges and secure the bill of lading from the operator. The farmer then surrenders the bill of lading to the grain dealer, and secures the cash advance as indicated on the note. When the dealer has received the out-turns of the car, grade and weight certificates and railway expense account, the transaction with the farmer must be concluded within twenty-four hours by paying the farmer the balance of the grain dealers' note, less the amount of the advance and other lawful charges. The farmer must then surrender the original note and the transaction is complete. If the farmer so desires he may demand the grade and weight certificates and railway expense account (153-2).

While it will be noted that the Government grade and weight are to govern, this does not apply to the transaction between the farmer and elevator where the grade has been established. In this case the elevator has only contracted to deliver the amount and grade of grain called for by the elevator receipts. If the grain has been special binned it will only apply to the grade the weight will be that called for by the receipts. The Government weight and grade does apply in the contract between the farmer and the grain dealer. If the official grade is different from the one mentioned in the note the price will be adjusted according



### *Conditions of Sale.*

The note shall be drawn at least in duplicate and when the farmer surrenders his elevator receipts or the bill of lading, properly endorsed, the track-buyer shall pay the advance agreed upon in cash, or by order on the paymaster, and both the farmer and the buyer shall receive a copy of the track purchase note, the farmer taking the original copy (147).

Every licensed track buyer shall, within twenty-four hours after the receipt of the certificates of weight and grade of any grain bought by him as aforesaid and of the expense bill relating to such grain, pay to the vendor the full balance of the purchase money remaining unpaid, and shall, if the vendor so requests, furnish him with copies of the documents aforesaid. (148). Upon receipt of the purchase money the farmer shall surrender the Track Purchase Note.

If the Government grade is different from the basic grade, the price will be arrived at as explained on page 37 under "Condition of Sale by Grain Dealers' Note."

## SALE BY COMMISSION MERCHANT

All commission merchants, whether elevator companies or independent companies, must take out a commission merchant's licence and be bonded as such. If the grain is to be sold through a commission merchant the farmer may instruct him to sell on track, after inspection, after unload, on a certain date or for a definite price, etc. If the elevator company is acting as the commission merchant the operator should insist on definite selling instructions. The instructions should be in writing. This is necessary to overcome misunderstanding. If the grain is in transit the commission merchant will check the grading and in general look after the movement and disposal of the grain. For this service the merchant charges a commission. With the consent of the farmer the commission merchant may make the sale to himself (142). At the time the farmer instructs the commission merchant to handle his grain he must surrender his elevator receipts, bill of lading or warehouse receipt to the company.

### *Report of Sale*

Within twenty-four hours after the sale has been made the commission merchant must report the sale to the farmer, using the prescribed form (143).

*Report of Sale by Commission Merchant.*

No. 111111

(Name of Commission Merchant)

Licensed Grain Commission Merchant

(Name of Consignor) (Date)

(Address of Consignor).

We advise the following sale made for your account to-day.

Sold to	Quantity	Grade	Price	Terms	Delivery

Yours truly,

### *Completing the Transaction*

If the sale was made at unload or after the grain was in the terminal, the commission merchant must within forty-eight hours after the sale despatch to the farmer either direct, or through their agent at the shipping point, a statement of sale showing the grade, weight, dockage, price, the total sale price less deductions for all lawful charges such as freight, grading, weighing, commission, elevator, receiving, storing and cleaning charges, advance, interest on the advance, etc. In addition there must be attached a cheque, draft or order on the paymaster for the unpaid balance (143). If the grain is sold on track after inspection or any time prior to unload the forty-eight hour clause will only apply after the weight certificate has been issued. Other causes for delay in making settlement are insufficient information in regard to landlord and tenant shares, chattel mortgages and liens, etc.

## PART V

### **CASH ADVANCES ON GRAIN**

It sometimes happens that after a farmer has his grain in store or shipped that he does not desire to sell but requires some cash to meet his obligations. Under these circumstances he proceeds to secure an advance on his grain. These advances may be made by the banks, the elevator companies, grain dealers, track-buyers, commission merchants, etc.

#### *Advances by the Banks*

When the banks loan money to the farmer they may take as security an assignment of the grain, but when the grain is in store this cannot be done without the farmer endorsing or surrendering the elevator receipts to the lender (96).

#### *Advance by the Elevator*

No elevator operator can issue a cash purchase ticket, an elevator receipt or other acknowledgment of the receipt of custody of grain that has not been actually delivered to the elevator, and he cannot issue two tickets or receipts, etc., for the same grain (93-1). This method of providing the farmer with an advance on his grain before it is delivered is strictly illegal (93-2).

The elevator company may make an advance on grain stored in the elevator by the farmer surrendering the elevator receipts (96-1). In this case the elevator company usually acts as a commission merchant.

When an elevator company or commission merchant make an advance on grain they require the farmer to sign a contract giving them complete control over the grain. The following is the type of form used by most companies. It will be noted that it is a contract between the farmer and the company for a loan and does not have to be authorized by the Board.

The advances by grain dealers are discussed on page 36, advances by track-buyers on page 38.

LOAN CONTRACT  
(Face of Contract)

Form 14

No. ....

ORDER ON PAYMASTER AND RECEIPT FROM SHIPPER

NOTE—Payor will not honour this order unless certificate on back acknowledging receipt of storage tickets is signed by agent, except where grain is loaded over loading platform.

..... Station ..... 193

PLEASE PAY .....  
The Sum of ..... \$ .....  
Advance on grain stored in elevator .....  
Advance on grain loaded in Car No. ....

(NAME OF COMPANY)

Per ..... AGENT

---

I HEREBY ACKNOWLEDGE receipt from (NAME OF COMPANY) (hereinafter referred to as "you") of .....  
(\$.....) dollars, being an advance made by you to me in respect of the grain represented by grain bill(s) of lading bearing car No. .... and/or elevator receipt(s) and/or terminal warehouse receipt(s) as noted on the back hereof, upon the following terms and conditions and I HEREBY AGREE to repay you on demand the said advance, together with the interest at the rate of 7 per cent per annum until payment.

In consideration of the above advance and to secure repayment thereof, and of any other sum or sums at any time due by me to you and the charges and expenses hereinafter mentioned I hereby assign and transfer to you the above mentioned grain bill(s) of lading, elevator receipt(s) and/or terminal warehouse receipt(s), and invest you with the ownership of the grain represented thereby and all other grain you may hold for me, and the documents of title relating thereto, and authorize you, and invest you with the right, as owners, to

(a) divert such grain to any elevator or mill; (b) sell such grain to yourselves or others; (c) pledge, hypothecate or otherwise dispose of such grain, and/or the documents of title relating thereto; and with the right in my name and on my behalf to endorse or assign any such grain bill(s) of lading, elevator receipt(s) and/or terminal warehouse receipt(s).

And you are to account to me for the value of such grain upon the basis of the sale price of said grain, if sold at my request; or, if not sold at my request, upon the basis of the closing prices on the Winnipeg Grain Exchange for a similar quantity of grain of like kind, quality and position on any future day I may hereafter nominate to you; provided that you may at any time before such date, in the event that you or any of your officers or agents feel insecure, in your/his or their discretion (though without any obligation on your part to do so) sell such grain or a similar quantity of a like kind, quality and position, in which event you shall only be liable to account to me for the proceeds of such sale. And you shall have the right in making such accounting to charge me with all handling charges, commission, freight, exchange, taxes, storage and insurance on the said grain, or on a similar quantity of grain of like kind, quality and position, up to the date as of which you are liable to make such accounting. The provisions of this paragraph shall apply to the whole or any part or parts of the said grain.

In the event of the amount for which you are accountable under the preceding paragraph being insufficient to repay the said advance with interest and all other sums due by me to you, and the said handling charges, commission, freight, exchange, taxes, storage and insurance, and all other lawful charges and expenses, I shall remain liable to you for the balance and agree to pay you same on demand.

Provided that if the above advance is made upon grain declared to be Pool grain, such grain shall subject to your right under clause (c) above be handled in accordance with the contract between you and the Pool.

DATED this ..... day of ..... A.D. 19.....  
..... SHIPPER

(BACK OF CONTRACT)

This Certifies that I have received Storage Receipts as listed below covering the grain represented as loaded in this car or stored in elevator.

Ticket No. ....

AGENT

## PART VI

### SHIPPING THE GRAIN

There are three groups of grain owners who may have grain to ship from a country elevator, (a) the farmer or the outside grain firm or dealer who has purchased for cash from the farmer, and (b) the elevator company or association and (c) the Indian agent on the Reserve.

#### THE RESPONSIBILITY FOR ORDERING CARS

The farmer or other owner of grain who has grain in store in a country elevator and desires to have it shipped, must have a car placed at the elevator before instructing the operator to load out (114-1). It is therefore, necessary for the farmer or other owner to personally apply to the railway agent for a car, or to appoint someone at the shipping point to do this for him (62-1). The operator who is a recognized representative of the manager of the elevator company, may order the cars for the company, but he cannot order for the farmer except as their agent, and then only for one farmer at one time (62-1).

#### THE CAR ORDER BOOK

The railway agent at each shipping point must have in his possession a car order book (61-1). The forms must be bound in a book in triplicate with each three forms numbered the same. The different groups of three must be numbered consecutively, 1, 2, 3, 4, 5, etc. (62-2). In supplying the books to the agents the railways must not use the same number twice at the same shipping point in the same crop year (61-4).

#### *Application Form for Car*

No..... Date.  
..... Railway Company.  
..... Station.

I hereby make application for a railway car to be furnished for the shipment of about..... bushels of (naming the kind of grain) 1 { grown by (naming grower) on (1) Strike out inapplicable words.  
the (describing the land on which the grain was grown) }  
elevator at the above station is now entitled to ship, {  
such car to be placed { at the (name) elevator } 2 { at this point intended.  
on the siding }  
and to have a capacity of..... or..... or..... tons.

(2) Strike out direction not intended.

There remains in this or any other car order book no application for the placing of a car by any of the above applicants which, under the provisions of the *Canada Grain Act* prevents the making of this application.

Signed in the presence of

.....  
(Railway Agent.)

.....  
(Signature of applicant or representative.)

In fulfilment of the above application Car No. (giving letter and number of car) was placed as above set out at..... o'clock

on the.....day of.....and notice accordingly was given to.....by (insert "telephone" or "word of mouth" as or as the case may be) at.....o'clock.

.....Railway Agent.

The loading of the above car was completed and the said car was billed out on the.....day of.....

.....Railway Agent.

(S. 3. F. 9)

*Application for a Car by the Farmer*

When a farmer requires a car he must have the railway agent fill out the application (62-1) in triplicate (62-2) but it must be signed by the farmer. If the farmer cannot attend at the railway agent's office he may appoint some person at the shipping point to act as his agent to apply for cars. The farmer must give his agent authority in writing; the agent in turn will deposit this with the railway agent (62-1). There is no definite form required for this, the farmer will simply write out and sign the authorization. It may take a form similar to the following:—

Post Office.....  
Date.....

Railway Agent to.....  
Shipping point.....

I hereby appoint (name of agent) of.....(shipping point) to act as my agent in applying for cars under section 62, clause 1, of the Canada Grain Act of 1930, for the period of.....(date to date).....

(Signature of Farmer).....

*Filling in the Application*

In filling in the application for a car the farmer must furnish the railway agent with the following information, the kind of grain and the number of bushels to be shipped, the description of the land on which the grain was grown. This refers to the legal description, i.e. SW.  $\frac{1}{4}$  19, T. 6, R. 5, West. The farmer should also indicate the size of car he desires.

For size of car see appendix No. IV.

When the size of car is indicated on the application the railway agent will give the applicant the first car of that capacity after his turn has arrived. If this is left blank he will get the first car "spotted" regardless of size.

*Number of Cars Farmer Can Order*

The farmer or farmer's agent can have only one unfilled application on the Order Book at once. As soon as the car has been "spotted" and the farmer has begun loading he can apply again.

The farmer cannot order a car at another shipping point or on another line of railway while he has an unfilled application at the first shipping point, unless the land on which the second lot of grain is grown is over five miles distant from the first.

*Loading the Cars*

When the car has been placed or "spotted" the railway agent will complete the original application form, as to the placing of the car and the notifying of the farmer. He will notify the farmer either by telephone or words of mouth, or other manner, that his car is ready (70).

After being notified the farmer must indicate to the railway agent within three hours that he is going to load or he will lose the car (71-1). He must actually begin loading the car within twenty-four hours after giving notice that he will take the car (72-2). During September, October and November in each year the car must be loaded inside this twenty-four hours, at other times the limit is forty-eight hours (71-2). After that time he will be required to pay the regular demurrage charges.

The demurrage charges at present are as follows:—

For the first day after the expiration of the free time \$1 per day.

For the second day after the expiration of the free time \$1 per day.

For the third day, and every succeeding day thereafter, \$5 per day

If the farmer thinks the car is not in condition to carry grain he can take the matter up with the railway agent. The railway agent must satisfy himself that the car is in condition and is the final authority at the shipping point on the condition of the car (69).

#### APPLICATION FOR CARS BY ELEVATOR OPERATORS

The operator of an elevator company or association is allowed to have two cars on order at one time. Should one order be filled the operator can replace his order to this extent. In other words, he is permitted to have two unfilled orders on the car order book at any time he has grain belonging to the company to ship (62-3).

The manager of an elevator or the operator, who is his acknowledged representative, will have the railway agent fill out the application and will sign it as the agent for the manager. In all other restrictions he will come under the same restrictions as the farmer.

#### APPLICATION FOR CARS BY INDIAN AGENTS

The Indian Agent on an Indian Reserve may make application for cars for all Indians growing grain on the Reserve. In other words, the Indian Agent does not come under the restrictions of the farmers' agent (64-2)

## APPENDIX No. 1

### GRAIN BONDS, 1930-31

Grain bonds are rated in two classes:—

“A”. All bonds required by the Board of Grain Commissioners for Canada covering the operation of elevators or warehouses of any description with or without Commission Merchants’ and Track Buyers’ Bonds:—

Companies showing a surplus of:	Per \$100
\$1,000,000.00 and over.....	0 20
500,000.00     “     .....	0 50
250,000.00     “     .....	1 00
100,000.00     “     .....	1 50
Under \$100,000.00.....	2 00

“B”. Commission Merchants’ and/or Track Buyers’ Bonds. Premium 2 per cent of the amount of the bond. This rate must be charged for all applicants not requiring Elevator or Warehouse Bonds of any description.

A firm or individual coming under Class “B” merely renting or leasing space in a warehouse or elevator for which bond has to be furnished, shall not thereby qualify for rate under Class “A”.

### GRAIN OR MERCHANTS’ EXCHANGES

Bonds required by any Grain or Merchants’ Exchange from grain companies guaranteeing that the business of such grain companies will be operated in accordance with the rules and regulations of such Grain or Merchants’ Exchanges: Charge Class “A” rates based on the financial standing of the company.

Courtesy of

CANADIAN CASUALTY UNDERWRITERS’ ASSOCIATION.

APPENDIX No. 2

SHRINKAGE TABLE

		Wheat		Flax and Rye		Oats		Barley	
		Gross Weight in Pounds	Shrinkage Allowance						
Up to and including	25 bushels	1,500 lbs.	1,400 lbs.	5 lb.		830 lbs.	5 lbs.	1,200 lbs.	5 lbs.
Over 25 " "	1,500 "	1,400 "	10 "	Over 25 bushels	850 "	6 "	Over 25 bushels	1,200 "	8 "
to 42 "	2,520 "	2,352 "	10 "	to 42 "	1,428 "	6 "	to 42 "	2,016 "	8 "
Over 42 "	2,520 "	2,352 "	15 "	Over 42 "	1,428 "	8 "	Over 42 "	2,016 "	12 "
to 58 "	3,480 "	3,248 "	15 "	to 58 "	1,972 "	8 "	to 58 "	2,784 "	12 "
Over 58 "	3,480 "	3,248 "	20 "	Over 58 "	1,972 "	11 "	Over 58 "	2,784 "	16 "
to 75 "	4,500 "	4,200 "	20 "	to 75 "	2,550 "	11 "	to 75 "	3,600 "	16 "
Over 75 "	4,500 "	4,200 "	25 "	Over 75 "	2,550 "	14 "	Over 75 "	3,600 "	20 "
to 92 "	5,520 "	5,152 "	30 "	to 92 "	3,128 "	14 "	to 92 "	4,416 "	20 "
Over 92 "	5,520 "	5,152 "	30 "	Over 92 "	3,128 "	17 "	Over 92 "	4,416 "	24 "
to 108 "	6,480 "	6,048 "	30 "	to 108 "	3,672 "	17 "	to 108 "	5,184 "	24 "
Over 108 "	6,480 "	6,048 "	35 "	Over 108 "	3,672 "	20 "	Over 108 "	5,184 "	28 "
to 125 "	7,500 "	7,000 "	35 "	to 125 "	4,250 "	20 "	to 125 "	6,000 "	28 "
Over 125 "	7,500 "	7,000 "	40 "	Over 125 "	4,250 "	23 "	Over 125 "	6,000 "	32 "
to 142 "	8,520 "	7,952 "	40 "	to 142 "	4,828 "	23 "	to 142 "	6,816 "	32 "
Over 142 "	8,520 "	7,952 "	45 "	Over 142 "	4,828 "	26 "	Over 142 "	6,816 "	36 "
to 158 "	9,480 "	8,848 "	45 "	to 158 "	5,372 "	26 "	to 158 "	7,584 "	36 "

*Shrinkage*—No elevator shall take more than the allowance for shrinkage, waste in handling, storing and transmitting the grain to a terminal than the weight in pounds set forth in this shrinkage table as authorized and declared to form part of the tariff and Rules and Regulations for Country Elevators. All shrinkage on tough and damp grain shall not be more than double the allowance as set forth in this schedule. This shrinkage table shall be placed conspicuously in all licensed Country Elevators for free inspection of the public.

The above Table applies to Cash, Special Binned and stored to grade grain.  
Board of Grain Commissioners for Canada.

Approved by Board of Grain Commissioners for Canada,  
J. RYNER, Secretary.

### Appendix No. 3

STATUTORY GRADES OF WESTERN GRAIN  
RED SPRING WHEAT

Schedule I, Canada Grain Act, 1939

Number and name of grade	Minimum weight per bushel in pounds	Variety of grain	Percentage by weight of hard vitreous kernels %	Standard of quality	Maximum Limits of:—		
					Foreign material other than dockage	Matter other than cereal grains	Total including cereal grains %
No. 1 Manitoba Hard.	62	Marquis or equal to Marquis.	80	Sound and well matured.	Free.....	Free.....	Durum %
No. 1 Manitoba Northern.	60	Marquis or equal to Marquis.	65	Well matured practically free from damaged kernels.	Free.....	Practically free.....	Total including Durum %
No. 2 Manitoba Northern.	58	Red Spring Wheat of good milling quality.	50	Reasonably well matured, reasonably free from damaged kernels.	Free.....	About 1%.....	Practically free
No. 3 Manitoba Northern.	57	Red Spring Wheat of fair quality.	25	Reasonably well matured, reasonably free from damaged kernels.	Reasonably free.....	About 2%.....	Practically free
No. 4 Manitoba Northern.	57	Red Spring Wheat.....	.....	Reasonably well matured, reasonably free from damaged kernels.	Reasonably free.....	About 2½%.....	Practically free
or	55	Red Spring Wheat.....	.....	Reasonably well matured, but excluded from preceding rates on account of frosted or otherwise damaged kernels.	Reasonably free.....	About 2½%.....	Practically free
				Rusted or shrunken but otherwise reasonably sound	Reasonably free.....	About 2½%.....	Practically free

STATUTORY GRADES OF WESTERN GRAIN—*Con.*

## WINTER WHEAT

Number and name of grade	Minimum weight per bushel in pounds	Variety of grain	Percentage by weight of hard vitreous kernels %	Standard of quality	Foreign material other than dockage		Wheats of other classes	
					Matter other than cereal grains	Total including cereal grains	Durum %	Total including Durum %
No. 1 Alberta Red Winter.	62	Red Winter.....	60	Well matured, prac- tically free from damaged kernels.	.....	About 1%.....	.....	5
No. 2 Alberta Winter.	60	Winter.....	45	Well matured, prac- tically free from damaged kernels.	Reasonably free.....	About 2%.....	1	10
No. 3 Alberta Winter.	57	Winter.....	.....	Reasonably well matured but ex- cluded from pre- ceding grades a/c of frosted or other- wise damaged kernels.	Reasonably free.....	About 2½%.....	2	20

All winter wheat below 3 Alberta Winter in value may be classed in the lower grades of Red Spring wheat according to quality.

STATUTORY GRADES OF WESTERN GRAIN—*Con.*

AMBER DURUM

Number and Name of grade	Minimum weight per bushel in pounds	Variety of grain	Percentage by weight of hard vitreous kernels	Standard of quality	Maximum limits of:		
					Foreign material other than dockage	Total including cereal grains	Wheats of other classes
				Matter other than cereal grains	Red Durum %	Total including Red Durum %	
No. 1 C.W. Amber Durum...	62	Medium or equal to Medium.	75	Well matured. Practically free from damaged kernels.	About $\frac{1}{2}\%$ ...	About $\frac{1}{2}\%$ .....	
No. 2 C.W. Amber Durum...	60	Medium or equal to Medium.	60	Well matured. Practically free from damaged kernels.	About $\frac{1}{2}\%$ .....	About $\frac{1}{2}\%$ .....	
No. 3 C.W. Amber Durum...	58	Amber Durum.....	30	Reasonably well matured. Reasonably free from damaged kernels.	About 2%.....	About 2%.....	
No. 4 C.W. Amber Durum...	56	Amber Durum.....	.....	Reasonably well matured, but excluded from preceding grades on a/c of frosted or otherwise damaged kernels.	About $2\frac{1}{2}\%$ .....	About $2\frac{1}{2}\%$ .....	
No. 5 C.W. Amber Durum...	54	Amber Durum.....	.....	Frosted or otherwise damaged kernels.	About 3%.....	About 3%.....	
No. 6 C.W. Amber Durum...	.....	Amber Durum.....	.....	Excluded from preceding grades on a/c of damage or light weight.	Reasonably free	Reasonably free...	

RED DURUM WHEAT

All Red Durum and any other wheats containing over 10% of Red Durum shall be classified as "Red Durum" irrespective of quality.

STATUTORY GRADES OF WESTERN GRAIN—*Con.*

## WHITE SPRING WHEAT

Number and name of grade	Minimum weight per bushel in pounds	Variety of grain	Percentage by weight of hard vitreous kernels %	Standard of quality	Maximum limits of:—		
					Foreign material other than dockage	Matter other than cereal grains	Total, including cereal grains
No. 1 C.W. White Spring.	60	Quality or equal to Quality.	65	Well matured, practically free from damaged kernels.	Practically free....	Practically free....	1
No. 2 C.W. White Spring.	58	White Spring Wheat of good milling quality.	50	Reasonably well matured, reasonably free from damaged kernels.	Reasonably well Free....	Reasonably free. Not more than about 1%.	2
No. 3 C.W. White Spring.	57	White Spring Wheat of fair milling quality.	25	Reasonably well matured, reasonably free from damaged kernels.	Reasonably well Free....	Reasonably free. Not more than about 2%.	4
							10

*Note.*—All White Spring Wheat excluded from the preceding grades on account of admixtures, frosted, or otherwise damaged shall be classed in the Mixed Wheat grades according to the standard requirements.

STATUTORY GRADES OF WESTERN GRAIN—*Con.*

## MIXED WHEAT

Grade Name	Varieties	Definition
No. 1 Mixed Wheat.....	Red, or White Spring, or Winter.....	A mixture of Red or White Spring or Winter Wheat, any variety predominating, equal to Nos. 1, 2, or 3 Wheat, excluded from any of the recognized grades on account of such mixtures. May contain Red Durum not exceeding 5%.
No. 2 Mixed Wheat.....	Red, or White Spring, or Winter.....	A mixture of Red or White Spring or Winter Wheat, any variety predominating, below No. 3 Wheat and above Feed, excluded from any of the recognized grades on account of such mixtures. May contain Red Durum up to 10%.
No. 3 Mixed Wheat.....	Spring, Winter, and Durum.....	A mixture of Spring or Winter and Durum Wheat, equal to Nos. 1, 2 or 3 Wheat, excluded from any of the recognized grades on account of admixture of Amber Durum or Red Durum. Red Durum not to exceed 10%.
No. 4 Mixed Wheat.....	Spring, Winter and Durum.....	A mixture of Spring or Winter and Durum Wheat, below No. 3 Wheat and above Feed, excluded from any of the recognized grades on account of Amber Durum or Red Durum. Red Durum not to exceed 10%.
No. 5 Mixed Wheat.....	Amber Durum, Spring or Winter.....	A mixture of Amber Durum and Spring or Winter Wheat, equal to Nos. 1, 2 or 3 Wheat, excluded from any of the recognized grades on account of Spring, Winter or Red Durum. Red Durum not to exceed \$10%.
No. 6 Mixed Wheat.....	Amber Durum, Spring or Winter.....	A mixture of Amber Durum and Spring or Winter Wheat below No. 3 Wheat and above Feed, excluded from any of the recognized grades on account of Spring, Winter or Red Durum, Red Durum not to exceed 10%.

## MIXED GRAIN

No. 1 Mixed Grain—Wheat and other cereal grains and/or Wild Oats—Wheat predominating—excluded from any of the recognized grades on account of mixtures of other cereal grains and Wild Oats—reasonably clean.
No. 2 Mixed Grain—Rye and other cereal grains and/or Wild Oats—Rye predominating—excluded from any of the recognized grades on account of mixtures of other cereal grains and Wild Oats—reasonably clean.
No. 3 Mixed Grain—Barley or Oats and other cereal grains and/or Wild Oats—Barley or Oats predominating—excluded from any of the recognized grades on account of mixtures of other cereal grains and Wild Oats—reasonably clean.

STATUTORY GRADES OF WESTERN GRAIN—*Con.*  
OATS

Number and Name of Grade	Minimum weight per bushel in pounds	Variety of grain	Standard of quality	Maximum Limits of—			
				Seeds %	Wild oats %	Other grains %	Total not to exceed %
No. 1 C.W. White.....	38	95% White.....	Well matured. Practically free from damage.	About $\frac{1}{2}\%$ .....	About 1%.....	Free.....	1
No. 2 C.W. White.....	36	90% White.....	Well matured. Practically free from damage.	About 1%.....	About 2%.....	2	3
No. 3 C.W.....	34	Domestic Oats..... Any variety.	Reasonably well matured. Practically free from damage.	About 1%.....	About $\frac{1}{4}\%$ .....	4	6
Special Feed.....		Domestic Oats..... Any variety.	Reasonably well matured. About $\frac{1}{2}\%$ and sound except as to frost.	About 1%.....	About 1%.....	4	5
Ex. 1 Feed.....	38	Domestic Oats..... Any variety.	Reasonably well matured. About 1% and sound except as to frost.	About 1%.....	About 2%.....	4	6
No. 1 Feed.....	34	Domestic Oats..... Any variety.	Reasonably well matured, but frosted, stained, or otherwise damaged. May contain 2% heat damage.	$1\frac{1}{2}$	7	8	12
No. 2 Feed.....	28	Domestic Oats..... Any variety.	Frosted, immature, stained, or otherwise damaged. May contain 3% heat damage.	2	12	20	22
No. 3 Feed.....		Domestic Oats..... Any variety.	Light weight, immature damaged. May contain 5% heat damage.	3	25	30	33
Mixed Feed Oats.....		Wild Oats or Oat Scalpings.	Excluded from any recognized grades of grain.	3% chaff, dust or weed seeds.	49	49	

STATUTORY GRADES OF WESTERN GRAIN—*Con.*  
BARLEY

Number and name of grade	Minimum weight per bush. in pounds	Variety of grain	Minimum percentage of varieties or type $\frac{c}{c}$	Standard of quality	Maximum limits of—			Total not to exceed $\frac{c}{c}$
					Seeds $\frac{c}{c}$	Wild oats $\frac{c}{c}$	Other grains $\frac{c}{c}$	
No. 1 C.W. Six-Row	50	Variety or type equal in value for malting purposes to O.A.C. 21.	95	Sound.....	Free.....	Free.....	Practically free.....	Practically free.
No. 2 C.W. Six-Row	49	Variety or type equal in value for malting purposes to O.A.C. 21.	95	Sound.....	About $\frac{1}{2}\%$ .....	About $\frac{1}{2}\%$ .....	About $1\frac{1}{2}\%$ .....	1
No. 3 Ex. C.W. Six-Row.	48	Equal in value for malting purposes to O.A.C. 21.	90	Sound.....	About $\frac{1}{2}\%$ .....	About $\frac{1}{2}\%$ .....	About $1\frac{1}{2}\%$ .....	$1\frac{1}{2}\%$
No. 1 C.W. Two-Row.	52	Variety or type equal in value for malting or pearling purposes to Canadian Thorpe.	95	Sound.....	Free.....	Free.....	Practically free.....	Practically free.
No. 2 C.W. Two-Row.	50	Variety or type equal in value for malting or pearling purposes to Canadian Thorpe.	95	Sound.....	About $\frac{1}{2}\%$ .....	About $\frac{1}{2}\%$ .....	About $1\frac{1}{2}\%$ .....	1
No. 3 Ex.C.W. Two-Row.	48	Equal in value for malting or pearling purposes to Canadian Thorpe.	90	Sound.....	About $\frac{1}{2}\%$ .....	About $\frac{1}{2}\%$ .....	About $1\frac{1}{2}\%$ .....	$1\frac{1}{2}$
No. 1 C.W. Trebi...	50	Trebi Type.....	95	Sound.....	Free.....	Free.....	Practically free.....	Practically free.
No. 2 C.W. Trebi...	49	Trebi Type.....	95	Sound.....	About $\frac{1}{2}\%$ .....	About $\frac{1}{2}\%$ .....	About $1\frac{1}{2}\%$ .....	1

STATUTORY GRADES OF WESTERN GRAIN—*Con.*

BARLEY—*Con.*

No. 3 Ex. C.W. Trebi.	48	Trebi Type.....	90	Sound.....	About $\frac{1}{2}\%$ .....	About $1\frac{1}{2}\%$ .....	About $1\frac{1}{2}\%$ .....	1½
No. 3 C.W.....	47	Any variety or type or combination of varieties or types.	..	Slightly frosted, im- mature, weather- stained, shrunken and otherwise damaged but sweet.	1½%	6	6	6
No. 4 C.W.....	46	Any variety or type or combination of varieties of types.	..	Damaged or stained but sweet.	3	10	10	10
No. 5 C.W.....	42	Any variety or type or combination of varieties or types.	..	Damaged or badly weathered.	3	18	18	18
No. 6 C.W.....	...	.....	..	Excluded from pre- ceding grades a/c of weight or admixtures. May contain 5% of heat damage.	3	25	25	25

Grades No's. 1, 2 and 3 Extra C.W. Barley shall apply to Barley that is of good utility value for malting purposes and for these grades "Sound" shall mean free from frosted, sprouted, heated, musty or artificially dried grain, and shall be practically free from broken, skinned or otherwise damaged grain.

FLAX SEED

Number and name of grade	Minimum weight per bush. in pounds	Maximum of damaged grains by weight %	Standard of Quality	Standard of cleanliness
No. 1 C.W.....	51	12½	Matured, dry and sweet.....	Clean, commercially pure seed.
No. 2 C.W.....	50	25	Matured, dry and sweet.....	Clean, commercially pure seed.
No. 3 C.W.....	47	.....	Dry, may contain 5% heat damage.....	Clean, commercially pure seed.
No. 4 C.W.....	.....	.....	Dry, may contain 10% heat damage.....	Clean, commercially pure seed.

FLAX AND BROKEN GRAIN—Shall be composed of flax mixed with broken grain of any description that cannot be classified under any recognized grades. Flax predominating.

STATUTORY GRADES OF WESTERN GRAIN—*Con.*

RYE

Number and name of grade	Maximum weight per bushel in pounds	Standard of quality	Percentage of Ergot after dockage removed	Maximum limits of	
				Foreign material other than dockage	
				Matter other than cereals %	Grains other than wheat %
No. 1 C.W.....	58	Sound.....	Free.....	Free.....	Practically free.....
No. 2 C.W.....	56	Sound.....	Practically free.....	About $\frac{1}{3}\%$ .....	Practically free.....
No. 3 C.W.....	55	Reasonably sound. Slightly damaged.	$\frac{1}{3}$	About $1\frac{1}{2}\%$ .....	$1\frac{1}{2}$ 2
No. 4 C.W.....		Damaged with not more than about 5% heat damage.	$\frac{1}{3}$	About $2\frac{1}{2}\%$ .....	5
Ergoty Rye.....		Excluded from preceding grades a/c of ergot.	Over $\frac{1}{3}\%$ .....	About $2\frac{1}{2}\%$ .....	7 10
Ergoty Rye and other grains.....		Excluded from preceding grades a/c of admixture of other grains.	Over $\frac{1}{3}\%$ .....	About $2\frac{1}{2}\%$ .....	7 10
					Rye predominating.

STATUTORY GRADES OF WESTERN GRAIN- *Con.*

## BUCKWHEAT

Number and name of grade	Minimum weight per bushel in pounds	Standard of quality	Maximum limits of			
			Seeds %	Wild oats %	Other grains %	Total foreign matter %
No. 1 C.W. ....	50	Well matured, practically free from damage.	Free.....	Free.....	Practically free.....	Practically free.
No. 2 C.W. ....	48	Well matured, reasonably free from damage.	Free.....	Practically free.....	About 2%.....	2
No. 3 C.W. ....	45	Reasonably well matured, reasonably free from damage.	Free.....	Reasonably free.....	About 3%.....	4
No. 4 C.W. ....	.....	Damaged, with not more than about 5% of heat damage.	Practically free.....	Reasonably free.....	About 5%.....	6

## APPENDIX No. 4

C.N.R. Freight Traffic Dept., Circular F. No. W. 492,  
Cancels Circular F. No. W. 480.

C.N.R. Supt. Car Service, Circular No. 223,  
Cancels Circular No. 212.

CANADIAN NATIONAL RAILWAYS,  
(Lines Port Arthur, Armstrong, Ont., and West thereof)

CANADIAN PACIFIC RAILWAY COMPANY,  
(Lines Port Arthur, Ont., and West thereof)

NORTHERN ALBERTA RAILWAYS COMPANY.

*Agents, Conductors and Others Interested:*

### MINIMUM WEIGHTS AND MAXIMUM LOADS OF GRAIN, CARLOADS

Some confusion appears to exist on the part of shippers and grain elevator agents, and it is alleged, on the part of some railway agents, with respect to the minimum carload weights applicable and the maximum loads permitted in connection with carload shipments of grain in various classes of equipment from stations in Western Canada. This is evidently due to misunderstanding of the significance of the terms, "Capacity" and "Load Limit", stencilled on cars.

Box car equipment of these companies for grain loading is stencilled with a nominal "Capacity", which is really only a description of the type of car, and also with a "Load Limit", the latter varying according to the axle carrying capacity of each car. The nominal "Capacity" and the average "Load Limit" of the various cars together with the tariff minimum weights on grain are shown below:—

Capacity	Average Load Limit	Minimum Weights		
		Wheat, Buckwheat Rye, Speltz Flaxseed	Barley	Oats
60,000 lbs...	69,000 lbs.....	60,000 lbs.	60,000 lbs.	56,000 lbs.
80,000 " "	91,000 to 99,000 lbs.....	80,000 "	80,000 "	60,000 "
100,000 "	121,000 to 122,500 lbs.....	115,000 "	100,000 "	80,000 "

XA few of this series of cars are stenciled "Capacity 120,000 lbs."

The following rules govern the maximum load permitted and the minimum weight charged for:—

1. Maximum weight: The load limit as stencilled on the outside of the car.
2. Minimum weight: The minimum weight prescribed in governing tariffs which minimum is shown above. Particular attention is drawn to the fact that the minimum weight on wheat, buckwheat, rye, speltz and flaxseed for cars stencilled "Capacity 100,000 pounds", is 115,000 pounds as has been assumed erroneously by some Shippers and Agents.

Wherever possible shippers should load cars to their "Load Limit" in order to conserve equipment but if loaded to a greater weight than the "Load Limit" the cars will not be accepted. If less than the prescribed minimum weight is loaded, freight charges will be assessed on basis of the tariff minimum weight.

Railway agents and their staffs must familiarize themselves with these instructions and they should also post shippers and elevator agents at their stations as to the minimum weights applicable and the maximum loads permitted of the various kinds of grain.

T. P. WHITE,  
*Superintendent of Car Service,  
Canadian National Railways,*

W. G. MANDERS,  
*Freight Traffic Manager,  
Canadian National Railways.*

JOHN CALLAGHAN,  
*General Manager, Northern  
Alberta Railway.*

WINNIPEG, MAN., November 8, 19929.

Supplement No. 1 To  
C.N.R. Freight Traffic Dept. Circular F. No. W. 492

Supplement No. 1 To  
C.N.R. Supt. Car Service Circular No. 223

Supplement No. 1 To  
N.A.Rys. Circular No. 9

J. G. SUTHERLAND,  
*Superintendent Transportation,  
Canadian Pacific Railway.*

C. E. JEFFERSON,  
*Asst. Freight Traffic Manager,  
Canadian Pacific Railway.*

Original Page 44B  
C.P.Ry. Circular No. W. 1B

### SECTION NO. 5

#### *Grain*

#### CANADIAN NATIONAL RAILWAYS

Lines Port Arthur, Armstrong, Ont., and West thereof

#### CANADIAN PACIFIC RAILWAY COMPANY

(Lines Port Arthur, Ont., and West thereof)

#### NORTHERN ALBERTA RAILWAYS COMPANY

#### *Agents, Conductors and Others Interested:*

#### MINIMUM WEIGHTS AND MAXIMUM LOADS OF GRAIN, CARLOADS

Some of the cars of the Canadian National Railways in the series 402000 to 417149 and 420150 to 422749 are stencilled, capacity 100,000 pounds. This is the limit load, and in applying the minimum weight provisions of our grain tariffs these cars should be treated the same as cars in the series having nominal capacity 80,000 pounds. In other words, the minimum weights on grain loaded in these cars are as follows:

Wheat, Buckwheat, Rye, Speltz, Flaxseed	Barley	Cats
80,000 lbs.	80,000 lbs.	60,000 lbs.

T. P. WHITE,  
*Superintendent of Car Service,  
Canadian National Railways.*

H. C. TAYLOR,  
*Superintendent Transportation,  
Canadian Pacific Railway.*

JOHN CALLAGHAN,  
*General Manager,  
Northern Alberta Railways.*

W. G. MANDERS,  
*Freight Traffic Manager,  
Canadian National Railways.*

H. W. GILLIS,  
*Asst. Freight Traffic Manager,  
Canadian Pacific Railway.*

C.R.C. 1046

Correction No. 702

Canadian Pacific Railway,  
Office of Asst. Freight Traffic Manager,  
Winnipeg, Man., 13th January, 1931

MINIMUM AND MAXIMUM CAR LOADS OF GRAIN CALCULATED INTO BUSHELS OF THE DIFFERENT GRAINS

Car Capacity	Average Load Limit	Minimum Load on which Weight must be paid				Maximum Load over which ears must not be loaded			
		Wheat, Peas	Barley Buckwheat	Oats	Rye Flaxseed, Corn	Wheat, Peas	Barley Buckwheat	Oats	Rye Flaxseed, Corn
Lbs.	Lbs.	Bush.	Bush.	Bush.	Bush.	Bush.	Bush.	Bush.	Bush.
60,000.....	69,000	1,000	1,250	1,647	1,071	1,150	1,437	2,029	1,232
80,000.....	91,000	1,333	1,666	1,764	1,428	1,516	1,891	2,673	1,625
	99,000					to 1,650	to 2,062	to 2,911	to 1,767
100,000.....	121,000	1,916	Barley 2,083 Buckwheat 2,395	2,352	2,053	2,013	2,520	3,558	2,160
	122,500					to 2,041	to 2,552	to 3,602	to 2,187
120,000.....	121,000	1,916	Barley 2,083 Buckwheat 2,395	2,352	2,053	2,013	2,520	3,558	2,160
	122,500					to 2,041	to 2,552	to 3,602	to 2,187











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